

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CAROLYN A. GRAY,

Plaintiff,

-against-

LOCAL UNION 1199,
COLUMBIA PRESBYTERIAN MEDICAL CTR.,
AND NEW YORK PRESBYTERIAN OF COLUMBIA
AND CORNELL,

Defendants.
-----X

DEFENDANT'S RULE 56.1
STATEMENT OF
UNDISPUTED FACTS

07-CV-3238 (AKH) (GWG)
ECF CASE

Defendant 1199SEIU United Healthcare Workers East ("1199SEIU" or "the Union") submits this Statement of Material Facts not in Dispute, pursuant to Rule 56 of the Federal Rules of Civil Procedure and Rule 56.1 of the Local Rules of this Court.

The Parties

1. Plaintiff, Carolyn Gray was hired by Co-defendant New York-Presbyterian Hospital ("Employer" or "Hospital") on or about March 12, 1990. Affidavit of Joycelyn Neil (Neil Aff.) ¶ 5.

2. Defendant 1199SEIU is a labor organization within the meaning of §2(5) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. §152(5).

3. 1199SEIU is the certified collective bargaining representative of certain employees employed at the Hospital, which is an employer in an industry affecting commerce within the meaning of Sections 2 and 301 of the LMRA, 29 U.S.C. §152 and §185.

4. Throughout her employment, the Plaintiff was covered by the collective bargaining agreement between 1199SEIU and the League of Voluntary Hospitals and Homes of New York (“League Agreement”), of which the Employer is a member. Neil Aff. ¶ 6.

Plaintiff’s Employment History

5. The Plaintiff was hired by the Hospital as a senior nursing attendant on March 12, 1990. Affidavit of Joycelyn Neil (“Neil Aff.”) ¶ 5.

6. On or about November of 1994, the Plaintiff became an ER tech of the Hospital. Neil Aff. ¶ 5; See also Affirmation of César Rosado ¶ 5, Exhibit “D,” Letter of May 21, 2003 of the Hospital to Gray.

7. On April 8, 2002, the Plaintiff became an ICU tech of the Hospital. Neil Aff. ¶ 5.

8. The Plaintiff retired from the Hospital on June 3, 2006 and was no longer covered by the League Agreement. Neil Aff. ¶ 7.

Plaintiff’s Complaint

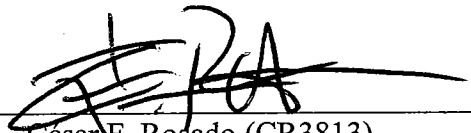
9. On or about March 30, 2007, the Plaintiff filed a complaint against the Union and the Hospital in the Civil Court of the City of New York, Small Claims Part, that stated, “The Claimant asks Judgment in this court for \$3,000 together with interest and disbursements, on the following claim: Action to recover monies arising out of money owed to me from upgrading in emergency room. Date of occurrence: 05-01-2002.” Affirmation of César F. Rosado ¶ 2, Exhibits “A”-“C.”

10. On or about April 23, 2007, 1199SEIU removed the Complaint of Gray to this Court. Affirmation of César F. Rosado ¶ 3.

11. According to Plaintiff's own Complaint, her claim against the parties refers to events that occurred in May 1, 2002. Affirmation of César F. Rosado ¶¶ 2 and 4-5, Exhibits "A"- "D."

Dated: June 4, 2007
New York, New York

LEVY RATNER, P.C.

By: 
César F. Rosado (CR3813)
Counsel for 1199SEIU United Healthcare
Workers East
80 Eighth Avenue, 8th Floor
New York, New York 10011-5126
(212) 627-8100

TO: Carolyn A. Gray
Plaintiff *pro se*
2360 First Ave., Apt. 16H
New York, NY 10035

James Williams, Esq.
Epstein, Becker & Green, P.C.
250 Park Ave.
New York, NY 10177-1211
Attorney for Defendant
New York Presbyterian Hospital